| AMENDMENT OF SOLICITATIO  | NTRACT  |  |   | PAGE OF<br>PAGES   |   |                 |
|---|---|--|---|--|---|-----------------|
|   |   |  |   |  |   | 1   2           |
| 2. AMENDMENT/MODIFICATION NO. ${\bf A001}$  | ***************************************             | E 16C  | 4. REQUISITIO   | FION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)                    |   |                 |
| 6. ISSUED BY  | CODE  |  |   | ERED BY (If other than Item  | 16)   |                 |
| Contracting and Procurement Section<br>General Services Office<br>American Embassy Manila, Seafront Compo   | ound, Pasay C                                       | ity  | CODE  |  |   |                 |
| 8. NAME AND ADDRESS OF CONTRACT   | OR (NO., str  | eet,city,county,State,and  | ZIP Code)   | 9a. AMENDMENT  | OF SOLICITA<br>P380-14-Q-                               |                 |
|   |   |  |   | 0.500000   |   | 0108            |
|   |   |  |   | 9b. DATED (SEE II  | TEM 11)   |                 |
|   |   |  |   |  | otember 17,   |                 |
|   |   |  |   | 10a. MODIFICATI  | ON OF CONT  | TRACT/ORDER NO. |
|   |   |  |   | 10b. DATED (SEE  | ITEM 13)  |                 |
| II:   | THIS ITEM   | ONLY APPLIES TO A  | MENDMENTS   | OF SOLICITATIONS   |   |                 |
| [ ] The above numbered solicitation is a  |   |  |   |  | Yana  |                 |
| methods: (a) By completing Items 8 and 1: copy of the offer submitted: or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND amendment you desire to change an offer a or letter makes reference to the solicitation             | ate letter or<br>MENT TO<br>DATE SPI<br>dready subm | telegram which includ<br>BE RECEIVED AT<br>ECIFIED MAY RES<br>hitted, such change ma | es a reference to<br>THE PLACE I<br>ULT IN REJEC<br>y be made by te | DESIGNATED FOR THE<br>CTION OF YOUR OFFE<br>legram or letter, provided e | Iment numbers  RECEIPT O  R. If by virtue  ach telegram | rs.<br>OF       |
| 12. ACCOUNTING AND APPROPRIATION  | N DATA (lf r  | equired)   |   |  |   |                 |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  |   |  |   |  |   |                 |
| A. THIS CHANGE ORDER IS ISSU<br>CONTRACT ORDER NO. IN IT  | EM 10A.   |  |   |  |   |                 |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)                              |   |  |   |  |   |                 |
| C. THIS SUPPLEMENTAL AGREE  | MENT IS EN  | TERED INTO PURSUA  | NT TO AUTHOR  | ITY OF:  |   |                 |
| D. OTHER (Specify type of modification and authority)   |   |  |   |  |   |                 |
| E. IMPORTANT: Contractor [] is not, [X] is  | required to s                                       | gn this document and re  | urn 1 copy to th  | e issuing office.  |   |                 |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) RFQ NO. SRP380-14-Q-0108, EPDM Roof Installation at International Broadcasting Bureau's (IBB) Radio |   |  |   |  |   |                 |
| Transmitting Station site at Tinang Concepcion, Tarlac Province.  The purpose of this amendment is to reflect the following changes:  |   |  |   |  |   |                 |
| (1) On Page 12 to 13, under Section G (SPECIAL REQUIREMENTS), add provision G.10.0, to read as follows:   |   |  |   |  |   |                 |
| See next page  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A Mergtoforf changely remains unchanged find full force and effect.   |   |  |   |  |   |                 |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A 15A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )  16  |   |  |   | MANAGENG SHOW  | W /2  | ÃGO             |
|   |   |  | AL  | EXANDER K. HARDI   | N   |                 |
| 15B. NAME OF CONTRACTOR/OFFEROR   | R   | 15C.DATE<br>SIGNED   | 16B. UNITED   | STATES OF AMERICA  | 16  | 6C.DATE SIGNED  |
| BY  |   | SIGNLD   | BY  | ture of Contracting Officer)   |   | l               |
| (Signature of person authorized to sig  | n)  |  | (Signa  | nure of Contracting Officer)   |   |                 |

| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE         |
|--------------------|---|--------------|
|                    | RFQ No. SRP380- 14-Q-0108                 | 2 of 2 Pages |

Continued--

# G.10.0 Temporary Facilities and Services

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

- (2) The revised page 12 and 13 of Section G (SPECIAL REQUIREMENTS), is amended, marked A-001.
- (3) Replace existing pages with the attached revised page 12 and 13 of Section G (SPECIAL REQUIREMENTS)
- (4) The original date of submission of proposals on September 18, 2014 at 10:00AM remains the same and is not extended.
- (5) All other terms and conditions remain unchanged and in full force and effect.

screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

## G.7.0 Special Warranties

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

# G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

### G.9.0 RESERVED

#### G.10.0 Temporary Facilities and Services

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its

A-001

expense upon completion of the work. With the written consent of the Contracting Officer,  $|_{A-001}$ the buildings and utilities may be abandoned and need not be removed.

#### H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

| <u>CLAUSE</u> | TITLE AND DATE   |
|---------------|--|
| 52.202-1      | DEFINITIONS (NOV 2013)   |
| 52.204-9      | PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)   |
| 52.204-10     | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)  |
| 52.204-12     | DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)  |
| 52.204-13     | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)   |
| 52.209-6      | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013) |
| 52.209-9      | UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)   |
| 52.213-4      | TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2014)   |
| 52.216-7      | ALLOWABLE COST AND PAYMENT (JUNE 2013)   |